REPLY TO ATTENTION OF:

DEPARTMENT OF THE ARMY UNITED STATES ARMY TANK - AUTOMOTIVE AND ARMAMENTS COMMAND 1 ROCK ISLAND ARSENAL ROCK ISLAND, IL 61299-7630

Light Combat Product Support Integration Directorate (PSID) 12 January 2004 Light Combat Contracting Group – Team D

Mr. Dave Callahan Contract Specialist DRS Test & Energy Management Inc 110 Wynn Drive Huntsville, AL 35807-0929

Dear Mr. Callahan;

Reference your Proposal # D3-7170/3CM0J dated 22 December 2003.

The United States of America, acting through the Contracting Officer, hereby issues this letter notice of award for Delivery Order 0026 on Basic Ordering Agreement DAAE20-03-G-0001. This procurement funds ongoing development of Bradley Fighting Vehicle (BFVS) A3 Chassis Modernization Embedded Diagnostics (CM/ED) Systems technical Support (STS) for the period of 1 January 2004 through 1 March 2004. The Scope Of Work (SOW) for this effort is identified in Attachment B of this document.

This letter contract is entered into pursuant to 10 USC 2304 (c)(2), and the required justification and approval has been executed. This letter constitutes a cost plus fixed fee delivery order for services on the terms set forth in Basic Ordering Agreement (BOA) DAAE20-03-G-0001. The formal written Delivery Order will set forth the applicable mandatory and optional clauses from the BOA, with regard to a services award.

This letter contract for Delivery Order 0026 on BOA DAAE20-03-G-0001 is awarded as an Undefinitized Contract Action (UCA) pursuant to 10 USC 2326, and DFARS Subpart 217.74. The total ceiling price for this effort is \$1,000,000.00, subject to negotiations, with downward adjustment only. This award is funded at \$1,000,000.00; however, you are only authorized to expend funds up to 50%, or \$500,000.00. The Accounting and Appropriation data is set forth below. Upon definitization, this Delivery Order 0026 will be funded to the actual, allowable amount, not to exceed the ceiling price of \$1,000,000.00.

The ceiling price represents a total Delivery Order ceiling, and is not segregated by item.

Accounting and Appropriation Data

Acct Class: 21 03052033 0000 3 5R 5R03 31201678013 25FB 3ZGB13 S20113

Acct Sta: W56HZV
Pron: 7236F06372M1
Funded/Obligated: \$1,000,000.00

In accordance with FAR 52.216-24, "Limitation of Government Liability":

- (a) In performing this contract, the contractor is not authorized to make expenditures or incur obligations exceeding \$500,000.00,
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$500,000.00.

You shall promptly begin negotiating the terms of a definitive contract with the Contracting Officer in accordance with FAR 52.216-25, "Contract Definitization", which is set forth in full text in Attachment A, and hereby incorporated into this letter award. The Contracting Officer is in receipt of your proposal dated 11 December 2003.

In accordance with FAR 52.216-23, "Execution and Commencement of Work", you shall indicate acceptance of this letter contract by signing below and returning one copy to the Contracting Officer *upon receipt* of this letter notification.

Upon your acceptance, you shall proceed with performance of work, including purchase of necessary materials. You are hereby directed to immediately commence performance and pursue such work with due diligence so that the supplies may be delivered in accordance with the delivery schedule set forth in Attachment A.

	Sincerely,			
Encl	/signed/ Carol C. Rivard			
Attachment A	Contracting Officer			
DAAE20-03-G-0001 Delivery Order 0026 Execu	ted on the date shown below:			
·	norized person executing this Acceptance]			
Contract Specia	alist7 Jan 2004 Position]			

Letter Contract DAAE20-03-G-0001 Delivery Order 0021

DRS Test & Energy Management Inc

Attachment A

1. In accordance with the DRS Test & Energy Management Inc. (DRS/TEM) proposal, this action funds the ongoing development of Bradley Fighting Vehicle (BFVS) A3 Chassis Modernization Embedded Diagnostics (CM/ED) Systems technical Support (STS) for the period of 1 January 2004 through 1 March 2004.

2. FAR 52.216-25, "Contract Definitization".

- (a) A Cost Plus Fixed Fee definitive contract is contemplated for production efforts. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include:
- (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract,
- (2) all clauses required by law on the date of execution of the definitive contract; and,
- (3) any other mutually agreeable clauses, terms and conditions. The contractor agrees to submit a cost plus fixed fee proposal and all cost or pricing data supporting its proposal.
 - (b) Schedule for Definitization:

Submission of a Qualifying Proposal 20 January 2004
Begin Negotiations 01 February 2004
Target Date for Definitization 15 March 2004

- (c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the Head of the Contracting Activity (HCA), determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to contractor appeal as provided in the Disputes clause. In any event, the contractor shall proceed with completion of the contract, subject only to the "Limitation Of Government Liability" clause.
- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by:

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and,
 - (iii) Any other clauses, terms and conditions mutually agreed upon.
- (2) To the extent consistent with subparagraph (c)(1) of this section, all clauses terms and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

Attachment B

Specified SOW governing performance

Description: Chassis	Work Directive Number: 26-1AA
Modernization Embedded	Page 1 of 1
Diagnostics	Revision:
Contract Ref.:	Authorized Hours:
	Authorized Cost:
	Authorized Fee:
	Authorized Material Cost w/ ODCs:

PURPOSE: To provide Chassis Modernization Embedded Diagnostics.

DESCRIPTION OF WORK: The contractor shall:

- 1. Detailed deliverable documentation will be limited to performance specifications; however, detailed manufacturing information can be made available to all IPT members, subject to reciprocal agreements. The guidelines to be used are as follows:
 By direction from the PM, this program seeks to minimize the cost overhead associated with traditional documentation methods. PEI will prepare its normal documentation products, however, certain exceptions to our standard STS practices will be applied to this contract. The contractor will utilize DOD-STD00100D (AR) as a guide for the documentation products, with the following exceptions:
 A. Performance specifications. ICDs Software Source Code, and colored other standard of the subject to the source of the subject to the source of the subject to th
- A. Performance specifications, ICDs, Software Source Code, and selected other products, as identified
- A. Performance specifications, ICDs, Software Source Code, and selected other products, as identified on the accompanying drawing tree, will be the only items that are deliverables for the contract.

 B. Other documentation to support the manufacture and assembly of items covered by a performance specification may be prepared in the TACOM drawing format using numbers assigned through UDLP. However, such documentation will not be deliverable and will utilize the most expedient part number without seeking to generate SoCDs not SCDs for the parts listing. Military numbers will be used if appropriate and available but the commercial/industrial part number will be adequate for this contract. This documentation will be suitable and available for use in a limited competitive procurement.

- procurement.

 C. In general, drawings will be prepared using TACOMs cage code, with the understanding that the cusomter will not ERR these drawings nor will non-deliverable drawings be finished and ready for submission. Deliverable documentation will be provided to the Government.

 D. The contractor shall make available documentation necessary for provisioning of spares.

 E. The contractor will not modify nor re-document Non-Development Items (NDI) that are utilized and /or directed to be used on this program, regardless of who the actual manufacturer may be. The only documentation supplied will be the manufacturer's standard documentation.

 2. The DVDB design target environmental operating range will be -46 degrees centigrade to +71 degrees centigrade; however, the high temperature operation at +71 degrees centigrade will not be continuous and will have a time/temperature profile. PM Bradley and the contractor are working to find a profile satisfactory to the customer. The DVDB design target Storage Temperature will be -51 degrees C to +71 degrees.
- degrees.

 C. In all cases, the Non-Development Items that have been directed to be used for this program will only be required to meet their own design specifications. The Government PMs are responsible for resolving any requirement differences for common use between vehicles and programs.

 3. The prototype hardware to be developed is 7 DVDBs and 2 complete card sets for spares, 7 each DDPs and 7 complete sets of harnesses and mounting hardware needed for vehicle integration.
- DELETED
 CM/ED Program will provide support for Road Testing of 1 modified BFVS A3.
- 6. The estimate includes Purchased Services from proposed team members.
 7. The CM/ED system shall provide Embedded Diagnostics to preclude the use of DSESTS for the DVDB at the Direct Support (DS) level.
 8. The System Segment Specifications (SSS) will reflect all design requirements. It shall be approved

- R. The System Segment Specifications (SSS) will reflect all design requirements. It shall be approved and accepted as the formal requirements document.

 9. The contractor will support the vehicle prime contractor by supply inputs and LSA/TM source material in accordance with the programs schedule.

 10. The contractor shall conduct a feasibility study for converting the DVDB design to a System on a Chip (SOC) Technology to include the costs (recurring and non-recurring) and schedule estimates. An implementation plan shall be submitted to the Government for approval.

 11. The contractor shall conduct a study of the video re-architecture that will provide CIV, IBAS, TPUII and DVE videos to the DTD and the Squad Leaders Display (SLD). Concept with cost (recurring and non-recurring) and schedule shall be provided for approval.

 12. Current Hull Processing Unit (HPU) functionality (hardware and software) as it exists in the A3 Bradley and A3 BFIST shall be incorporated into the DVDB.

 13. The Environmental Qualification Testing of the DVDB shall be deferred until further notice.

 14. The CEDB design shall be deferred until further notice.

- DELETED
- 16. DELETED
- 17. DELETED
 18. Perform a feasibility study for the implementation of the DVDB into A2 ODS vehicle. The should include options, schedule, costs (recurring and non-recurring and achievable commonality.
 19. Based on program redirection, PEI is authorized to transfer excess material out of the

project and recover that cost for the project.
20. IEDB Scope: Improved Electrical Distribution Box (IEDB) effort: Provide engineering assistance,
not to exceed 100 hours, to review UDLP's solutions and provide comments or additional recommendations
to resolve two technical problems. One problem is the generator light blinking intermittently. The
other problem is the DCCA Electronic Circuit Breaker tripping during start of vehicle.
21. The contractor will be responsible for the A3 BFVS chassis modifications and integrations under
the CM/ED program. This will include the following responsibilities:
A. Selecting, purchasing, installing and integrating the power train sensors.
B. Design, development and integration of all CM/ED components and modifications into the chassis of
the A3 BFVS.
C. Development of Modification Work Order (MWO) input data for chassis modifications, under the CM/ED

C. Development of Modification Work Order (MWO) input data for chassis modifications, under the CM/ED program, applied to the A3 Retrofit vehicles.

D. Modifications to the connections for the Squad Leader's Display (SLD).

22. The contractor will be responsible for chassis modifications and vehicle integration of the CM/ED system for other BFVS chassis as directed and funded by the PMO. Additional hardware and software changes may be required to support other chassis variants.

23. As funding is made available, the CM/ED program will develop the Software Loader/Verifier (SL/V) software for updating the DVDB, DTD and SLD software.

24. The contractor will interface with TARDEC to incorporate IDVS elements into the chassis modifications, integration and MWO.

25. PMO will provide a DVE and VVS2 for fit check with the CM/ED system.

Period of Performance: 1 January 2004 to 1 March 2004.

Resource/Status	Prior Balance		This Revision	(Current Balance	
Hours	1 Hor Balarico			Ť	Curront Balanco	
Cost						
	ı					
COTR					Date:	
N/A						
WD Monitor					Date:	
Carol Rivard						
Contracting Officer					Date:	
Contractor Acknowl	edgment				Date:	